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December 18, 2018

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

United States Environmental Protection Agency
Region 4
Superfund Division- ECEB
Atlanta Federal Center
61 Forsyth Street S.W.
Atlanta, GA 30303-8909

Attn: Mr. Kevin L. Woodruff

RE: *Response to Request for Information Pursuant to Section 104 of CERCLA and
 Section 3007 of RCRA
 Rockwell international Wheel & Trim Superfund Site
 Grenada, Grenada County, Mississippi*

Dear Mr. Woodruff:

The following is the response of International Paper Company (International Paper or IP) to the request of information contained in your letter received on November 30, 2018.

By way of introduction, International Paper Company has no involvement at the Rockwell International Wheel & Trim Superfund Site (Site) including adjacent properties referred to as Moose Lodge Road, Ice Industries Grenada and Eastern Heights neighborhood and is not a potential source of contamination at the Site. It should be noted that IP is the owner of a 6.78 acre undeveloped parcel located near but not adjacent to the Site. IP initially acquired a 6.78 acre parcel in Grenada, MS to use as a woodyard. However, the 6.78 acres was never developed and it has gone unused by IP.



11116036

General Objections to Instructions and Definitions

Instructions

International Paper objects to Instructions purporting to impose an obligation of indefinite duration to supplement the response if information not personally known or available becomes known in the future. International Paper contests US EPA's statutory authority to impose such an undue and continuous burden upon the Company. Should US EPA make a specific request for supplementation at any time after receiving this response, the Company will endeavor to respond.

International Paper further objects to the Instructions as unduly burdensome and not authorized by law to the extent it purports to require International Paper to seek out information not already within its possession, custody or control.

Definitions

International Paper objects to the definition of "you" and "Respondent" on the ground that it is vague, ambiguous, overbroad and unduly burdensome. International Paper will construe these terms to mean International Paper and any individual or entity acting at its direction or authorized to act on its behalf.

International Paper objects to the definition of "person" on the ground that it is vague, ambiguous, overbroad and unduly burdensome. International Paper will construe these terms to mean International Paper and any individual or entity acting at its direction or authorized to act on its behalf.

International Paper objects to the definition of "Site" on the ground that it is overbroad and unduly burdensome.

International Paper objects to the definition of "materials" on the ground that it is vague, ambiguous, overbroad and unduly burdensome.

International Paper objects to the definition of "identify" with respect to business entities on the ground that it is overbroad and unduly burdensome. International Paper further objects to the definition of "identify" with respect to a natural person on the ground that it is overbroad and unduly burdensome and to the extent that application of this definition would violate the right to privacy.

International Paper objects to the definition of "entity" or "entities" with respect to business entities or to a natural person on the ground that it is overbroad and unduly burdensome and to the extent that application of this definition would violate the right to privacy.

International Paper objects to the definition of "documents" or "document" on the ground that it is vague, ambiguous, overbroad and unduly burdensome.

Responses

Response to questions 1 & 2: This response has been prepared by Steve J. Ginski, Chief Counsel of Global Health, Safety and Remediation for International Paper Company. Amy Hood, EHS manager for Fiber Supply, Global Sourcing and Bob Tobermann, Manager Valuation and Analysis, Real Estate were also consulted. The individuals involved with the acquisition of the 6.78 acre parcel in 1974 are deceased and current and retired International Paper employees have no knowledge regarding the Site.

Summary

International Paper Company has no involvement at the Rockwell International Wheel & Trim Superfund Site including adjacent properties referred to as Moose Lodge Road, Ice Industries Grenada and Eastern Heights neighborhood and is not a potential source of contamination at the Site. However, International Paper is the owner of a 6.78 acre undeveloped parcel (parcel) located near but not adjacent to the Site. IP acquired a 6.78 acre parcel in Grenada, MS to use as a woodyard. The 6.78 acres, however, was never developed and remains unused by IP.

Background

On or about February 21, 1974, IP purchased the 6.78 parcel from two individuals, W.E. Thimmes and Raphael Stemmes, Jr., deed recorded in Book 176, Page 230-232 of the Grenada Co., MS courthouse land records. Attached as Exhibit 1 is the deed. Also attached as Exhibit 2 is an aerial map of the parcel and surrounding areas.

In 1974 International Paper initially planned to develop this parcel as a remote woodyard to store wood for local mills. However, another piece of real estate was subsequently purchased, developed and placed into service. The 6.78 parcel was never developed and has been idle since purchase in 1974. International Paper has continued to pay property tax to both Grenada County and to the town of Grenada since purchasing the land.

Rockwell International Corporation Sampling Activities at the Parcel

On or about April 24, 1992, Rockwell International obtained a right of entry permit to the parcel. IP granted to Rockwell International Corporation access for the purpose of sampling and monitoring possible groundwater contamination from a purported nearby landfill that had been used by Rockwell. Attached as Exhibit 3 is the Access Agreement. Also attached as Exhibit 4 are the results of the initial groundwater testing from Eric Woolworth, (Swindler & Berlin Law Firm) to the attention of John Cantele at International Paper dated June 23, 1993.

On October 16, 1995, Rockwell International Corporation by its counsel, Jerome C. Muys Jr. gave notice to IP that additional groundwater sampling would be performed on the International Paper parcel between October 23-27, 1995, pursuant to the 1992 Access Entry Permit mentioned above as Exhibit 3. Attached as Exhibit 5 is the October 16, 1995 notice.

Finally, International Paper Company has no knowledge regarding the Rockwell International Corporation operation at the subject Superfund Site or the other businesses & neighborhoods identified in the letter received from EPA on November 30, 2018.

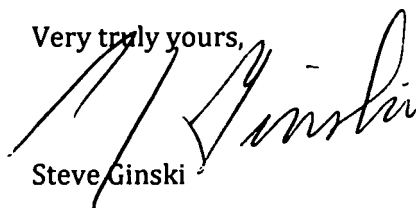
Response to questions 3-14: Please see Summary Statement above.

CONCLUSION

International Paper Company has submitted all information which it can make available in response to US EPA's request. The Company has reviewed its records in order to find all documents relevant to US EPA's request. Upon information and belief International Paper Company has no connection to the Site and is not a potential source of contamination at the subject Site.

If I can be of further assistance in this matter, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steve Ginski", is written over the typed name.

Steve Ginski

Enclosures

Min Book 22-8

STATE OF MISSISSIPPI
COUNTY OF GRENADA

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned W. E. THIMMES and RAPHAEL SEMMES, JR., do hereby sell, convey and warrant, subject only to the exceptions and reservations hereinafter contained, unto INTERNATIONAL PAPER COMPANY, a New York corporation authorized to do business in the State of Mississippi, all of the following described real property situate, lying and being in the County of Grenada and State of Mississippi, to-wit:

Begin at an iron stake 2319.6 feet South of the Northeast corner of the Northwest Quarter (NW 1/4) of Section 5, Township 22 North, Range 5 East, which point is on the West right of way of a public gravel road; from said point of beginning run thence South 984.0 feet to an iron pipe on the North side of local road; thence run North 83 degrees 12 minutes West 332 feet; thence run North 370 feet; thence run East 50 feet; thence run North 610 feet; thence run East 282 feet, more or less, to the point of beginning; containing 6.78 acres, more or less.

This conveyance is subject to the following:

1. Saving, excepting and reserving unto the Grantors herein an undivided one-half (1/2) Interest in and to all of the oil, gas and petroleum hydrocarbons lying in, on and under the within described land. This reservation shall not be construed as reserving any sand, clay, gravel or other solid material the mining of which would deprive the land of its lateral or subjacent support or endanger such support, it being the intention of the Grantors to convey to the Grantee a full undivided one-half (1/2) interest in and to all of the oil, gas and petroleum hydrocarbons, and all of the other minerals of every kind and character, liquid, gaseous and solid, ^{to which they have record title} ~~to which they have record title~~ ^{believe} ~~know~~ that their full present ownership in the oil, gas and other minerals is all of the oil, gas and other minerals lying in, on and under the subject property. The undersigned

Exhibit 1
1-1

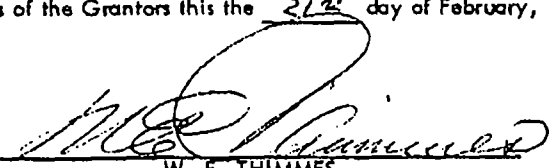
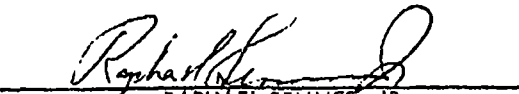
Grantors herein covenant, however, that they will neither conduct nor permit any development to which they have title operations on the land within six hundred feet (600') of any improvements now on or hereafter placed in or upon the land by Grantee, its successors or assigns, and will incorporate in any future lease of the lands a like covenant, which covenant of the lessee will also obligate the lessee to pay the owner for any damage to the surface of the lands and for the value of any timber or trees damaged, injured or removed by lessee's operations on the land. Grantors further covenant that, should they undertake to themselves develop said land for oil, gas and other minerals as fee owners, Grantors will pay the owner for any damage to the surface of the lands and for the value of any timber or trees damaged, injured or removed by Grantors' said operations. These covenants shall be construed as covenants running with the land.

2. Notwithstanding the warranty of this instrument, ad valorem taxes for the year 1974 shall be apportioned between the parties hereto as of the date of execution of this instrument.

TO HAVE AND TO HOLD the within described property, together with the privileges and appurtenances thereunto properly belonging, and subject only to the exceptions and reservations herein contained, unto the Grantee, its successors and assigns forever.

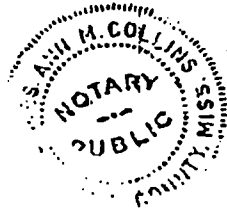
WITNESS the signatures of the Grantors this the 21st day of February, 1974.




W. E. THIMMES

RAPHAEL SEMMES, JR.

STATE OF MISSISSIPPICOUNTY OF GRENADA

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named W. E. THIMMES, who acknowledged that he signed, executed and delivered the within and foregoing instrument of writing as and for his voluntary act and deed on the day and year therein mentioned.



WITNESS my hand and official seal this 21st day of February, 1974.

Sam M. Collins
NOTARY PUBLIC

My commission expires: 11-29-77

STATE OF MISSISSIPPICOUNTY OF GRENADA

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named RAPHAEL SEMMES, JR., who acknowledged that he signed, executed and delivered the within and foregoing instrument of writing as and for his voluntary act and deed on the day and year therein mentioned.



WITNESS my hand and official seal this 21st day of February, 1974.

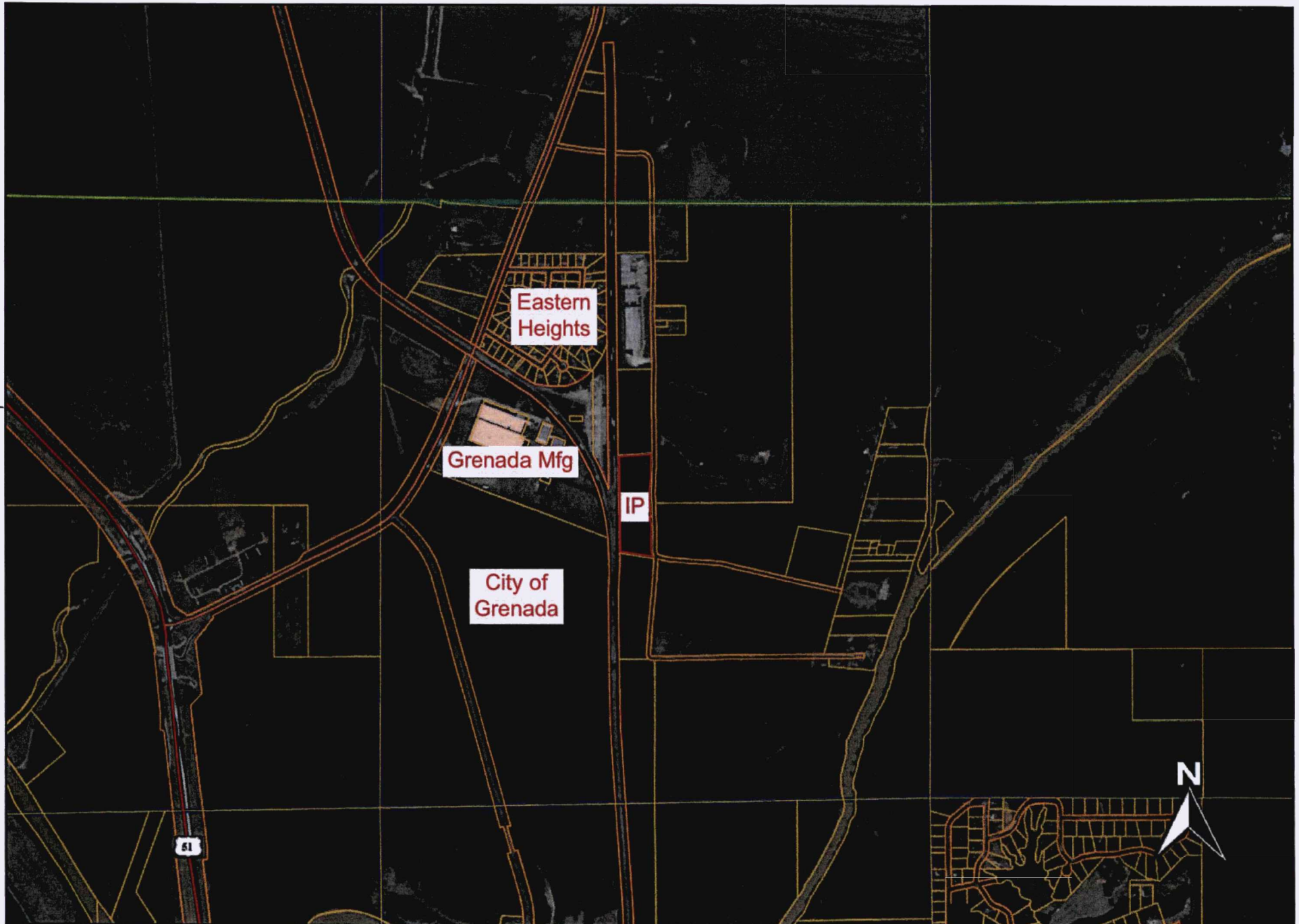
Sam M. Collins
NOTARY PUBLIC

My commission expires: 11-29-77

Grenada, MS

Wood Yard Site

Exhibit 2



200 m
600 ft

Apr/14/2016
Scale 1:9027

The materials available at this web site are for informational purposes only and do not constitute a legal document

RIGHT OF ENTRY PERMIT

INTERNATIONAL PAPER COMPANY, a New York corporation licensed to do business in the State of Mississippi, (hereinafter "Licensor"), hereby grants to ROCKWELL INTERNATIONAL CORPORATION (hereinafter "Licensee"), the right, during the term hereinafter stated and upon and subject to each and all of the terms, conditions and provisions herein contained, to enter upon and have ingress and egress to and from certain property owned by Licensor for the purposes described below.

1. Definitions -- For purposes of this permit, all references to Licensee shall include Licensee's contractors, subcontractors, officers, agents and employees, including Eckenfelder, Inc., and any others acting under its or their authority. Further, for this permit only, any references herein to "affiliates" of Licensor shall include IP Forest Resources Company and IP Timberlands Operating Company, Ltd. and each of their officers, employees, agents, partners and contractors.

2. Purpose -- This permit is granted to Licensee solely and only for the purposes of ingress and egress, conducting surveying, soil surveying, soil test borings and installing monitor wells and maintaining, repairing, closing and occasionally checking same for results, all of which is to determine the nature and extent of any soil or groundwater contamination resulting from or attributable to a landfill located on property (owned by the Grenada School Board) adjacent to Licensor's property.

3. Property -- The property subject to this permit is located in or around Grenada County, Mississippi and is more particularly described in the attached Appendix A.

4. Term -- This permit shall extend through the later of May 1, 1993 or the date on which the Mississippi Department of Environmental Quality advises Licensee in writing that the subject environmental investigation is complete. Prior to the termination date, Licensee shall properly close any and all monitoring wells Licensee installs on Licensor's property in accordance with the applicable laws and regulations governing closure and abandonment of such wells and to Licensor's satisfaction. Notwithstanding the termination date above, Licensor may, without cause, terminate this permit with twenty-four (24) hours written notice to Licensor.

5. Terms and Conditions --

A. To the extent possible, ingress and egress to the above-described property shall be confined to existing routes, roads and highways. If, to conduct its operations, however, Licensee must clear trails to access particular areas on the property or clear timber or brush to install the wells, Licensee shall so notify Licensor and if Licensor agrees, Licensee may clear the land after compensating Licensor for any damage which will occur to any standing timber at a reasonable, fair market value price to be determined by Licensor.

B. Prior to each entry on Licensor's property under authority of this permit, Licensee shall notify and coordinate with Licensor's representative, John Cantele, c/o International Paper, 2026 S. Commerce St., Grenada, MS 38901, (601) 226-2157. Licensee shall also notify and coordinate with Mr. Cantele as to any heavy machinery crossing Licensor's property and roads, drilling and placement of any monitoring wells, removal of any vegetation, times when on and off Licensor's property and all other activities relating to Licensor's property.

C. Licensor in no way warrants the condition of the property made the subject of this permit and Licensee, by entering upon said property, accepts said lands in their existing condition, with all faults and dangers, whether patent or latent.

Exhibit 3
3-1

4/24/92
ADB
4/30/92

D. Prior to beginning any work on the property, Licensee, at its sole expense, shall obtain all necessary permits from the county, city, state, federal government or any other regulatory body or agency to perform any work contemplated by or under authority of this permit. In performing such work, Licensee shall comply with all applicable federal, state and local laws, regulations and statutes affecting the work.

E. Licensee will conduct all operations hereunder at its own risk and expense and, in granting this permit, Licensor assumes no responsibility or liability whatsoever to any person for any injury, including death, or property damage caused by, attributable to or resulting from Licensee's operations on said lands, and Licensee will undertake the defense of Licensor and indemnify and hold Licensor harmless from and against any and all claims, losses, liabilities, fines, attorneys' fees, costs, expenses or demands in any way arising from Licensee's operations pursuant to this permit. Licensee further assumes all risk, responsibility and liability for any damage Licensee causes to Licensor's property while operating under authority of this permit. Licensee shall immediately notify Licensor of any such damage done to Licensor's property.

F. Should Licensee discover any contamination of soil or groundwater on Licensor's property, Licensee shall immediately notify Licensor and shall provide Licensor a copy of all written survey, lab and other reports, evaluations, engineering studies, findings, documentation, etc. relating to such contamination.

G. Licensee shall carry the minimum insurance as follows and provide Licensor with certificates of insurance reflecting coverage prior to commencing operations hereunder with at least ten (10) days notice of cancellation of such insurance to be provided Licensor:

1. Comprehensive general liability, including contractual coverage, with limits not less than \$250,000/\$500,000.
2. Automobile liability, including owned, non-owned and hired vehicles, with limits not less than \$100,000/\$300,000/\$100,000.

H. Licensee shall conduct its operations on Licensor's property in a good and workmanlike manner, taking all possible precautions against damage to Licensor's property and any timber or facilities thereon. Licensee is on notice and shall take due care in any drilling activities as to the possible existence of any pipelines or other subsurface structures. Licensee shall use either hand tools to explore the subsurface to an eight foot depth before drilling or use suitable detection equipment.

I. All open holes resulting from Licensee's operations shall be satisfactorily closed/covered when Licensee is not working in the immediate vicinity. When work is completed or this permit terminates, Licensee shall fill all holes to ground level with a suitable, compacted material (i.e. earth). The property, including roads used by Licensee, will be left in as good or better condition as when this permit commenced.

J. Licensee shall not assign this permit.

K. Should any discharge, leakage, spillage, emission or pollution of any type (collectively "contamination") occur upon Licensor's land due to Licensee's use of Licensor's property, Licensee, at Licensee's expense, shall clean any such contamination to the satisfaction of Licensor and any governmental body having jurisdiction thereof. Licensee shall further be responsible for and will indemnify Licensor against all fines, liabilities, losses, damages, claims, etc. (including attorneys' fees and costs) incurred by Licensor as a result of any such contamination.

APPENDIX A

Legal Description of the Property
Subject to the Access Agreement
Between
International Paper Company and Rockwell Incorporated

The legal description of the property owned by International Paper Company that is subject to the Access Agreement with Rockwell Incorporated is as follows:

Begin at an iron stake 2319.6 feet South of the Northeast corner of the Northwest Quarter (NW ¼) of Section 5, Township 22 North, Range 5 East, which point is on the West right of way of a public gravel road; from said point of beginning run thence South 984.0 feet to an iron pipe on the North side of local road; thence run North 83 degrees 12 minutes West 332 feet; thence run North 370 feet; thence run East 50 feet; thence run North 610 feet; thence run East 282 feet, more or less, to the point of beginning; containing 6.78 acres, more or less.

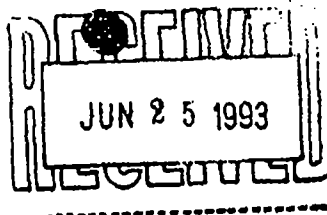
Dated this 24th day of April, 1992.

ROCKWELL INTERNATIONAL CORPORATION INTERNATIONAL PAPER COMPANY
(Licensee) (Licensor)

By: <u><i>A. D. Berlin</i></u>	By: <u><i>John Cantele</i></u>
Title: <u>Attorney</u>	Title: <u>Manager, Grenada L&FS</u>
Address: <u>3000 K St., NW, Ste. 300</u>	Address: <u>2026 S. Commerce St.</u>
<u>Washington, D.C. 20007</u>	<u>Grenada, MS 38901</u>
Contact: <u>Anne D. Berlin</u>	Contact: <u>John Cantele</u>
Telephone No.: <u>(202) 944-4726</u>	Telephone No.: <u>(601) 226-2157</u>
Fax No.: <u>(202) 944-4296</u>	Fax No.: <u>(601) 226-3961</u>

ERIC S. WOOLWORTH
ATTORNEY-AT-LAW

SWIDLER
&
BERLIN
CHARTERED



DIRECT DIAL
(202) 424-7744

f.l. - Grenada letters

JUN 28 1993

June 23, 1993

Mr. John Cantele
c/o International Paper Company
2026 S. Commerce Street
Grenada, MS 38901

Dear Mr. Cantele:

Enclosed please find, pursuant to Paragraph F of the April 24, 1992 Right of Entry Permit Agreement between Rockwell International Corporation ("Rockwell") and International Paper Company ("IP"), the results of the initial round of groundwater samples taken from the wells on IP's property in Grenada, Mississippi. If you have any questions, please do not hesitate to call.

Sincerely,

E. S. Woolworth

Eric S. Woolworth

TO:

Chuck Bergen

DATE:

6/25/93

For your info, I don't know what the numbers indicate. Since there is no warning attached, I guess they're OK.

Cantele

FROM:

INTERNATIONAL  PAPER

• SUITE 100

WASHINGTON, D.C. 20007-5116

(202) 424-7500 • TELEX 701131 • FACSIMILE (202) 424-7643

Exhibit #4
4-1

ROCKWELL - GROUNDWATER (VOLATILES)

INTERNATIONAL PAPER PROPERTY WELL 6/22/93 7:49 AM

N/S Coord.	E/W Coord.	Sample Type	Depth	Date of Collection	Lab Sample No.	Sample ID	Chloromethane (µg/l)	Bromomethane (µg/l)	Vinyl Chloride (µg/l)	Chloroethane (µg/l)
-	-	G	-	1/13/93	0267	MW-22	2.0 U	2.0 U	2.0 U	2.0 U
-	-	G	-	2/23/93	1054	MW-22	2.0 U	2.0 U	2.0 U	2.0 U

4-17

ROCKWELL - GROUNDWATER (VOLATILES)

INTERNATIONAL PAPER PROPERTY WELL 6/22/93 7:49 AM

Lab Sample No.	Methylene Chloride ($\mu\text{g/l}$)	Acetone ($\mu\text{g/l}$)	Carbon Disulfide ($\mu\text{g/l}$)	1,1-Dichloroethene ($\mu\text{g/l}$)	1,1-Dichloroethane ($\mu\text{g/l}$)	1,2-Dichloroethene (Total) ($\mu\text{g/l}$)	Chloroform ($\mu\text{g/l}$)	1,2-Dichloroethane ($\mu\text{g/l}$)
0267	2.0 U	5.0 U	2.0 U	2.0 U	1.0 U	8.8 J	1.0 U	1.0 U
1054	2.0 U	5.0 U	2.0 U	2.0 U	1.0 U	1.4 J	1.0 U	1.0 U

4-3

ROCKWELL - GROUNDWATER (VOLATILES)

INTERNATIONAL PAPER PROPERTY WELL 6/22/93 7:49 AM

Lab Sample No.	2-Butanone (µg/l)	1,1,1-Trichloroethane (µg/l)	Carbon Tetrachloride (µg/l)	Vinyl Acetate (µg/l)	Bromodichloromethane (µg/l)	1,2-Dichloropropane (µg/l)	1,3-Dichloropropene (Total) (µg/l)	Trichloroethene (µg/l)
0267	10 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	310 D
1054	10 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	60

4-4

ROCKWELL - GROUNDWATER (VOLATILES)

INTERNATIONAL PAPER PROPERTY WELL 6/22/93 7:49 AM

Lab Sample No.	Dihromochloromethane ($\mu\text{g/l}$)	1,1,2-Trichloroethane ($\mu\text{g/l}$)	Benzene ($\mu\text{g/l}$)	Trichlorofluoromethane ($\mu\text{g/l}$)	2-Chloroethylvinyl ether ($\mu\text{g/l}$)	Bromoform ($\mu\text{g/l}$)	4-Methyl-2-Pentanone ($\mu\text{g/l}$)	2-Hexanone ($\mu\text{g/l}$)
0267	1.0 U	1.0 U	1.0 U	2.0 U	1.0 U	1.0 U	2.0 U	2.0 U
1054	1.0 U	1.0 U	1.0 U	2.0 U	1.0 U	1.0 U	2.0 U	2.0 U

4-5

ROCKWELL - GROUNDWATER (VOLATILES)

INTERNATIONAL PAPER PROPERTY WELL 6/22/93 7:49 AM

Lab Sample No.	Tetrachloroethene ($\mu\text{g/l}$)	1,1,2,2-Tetrachloro- ethane ($\mu\text{g/l}$)	Toluene ($\mu\text{g/l}$)	Chlorobenzene ($\mu\text{g/l}$)	Ethyl Benzene ($\mu\text{g/l}$)	Styrene ($\mu\text{g/l}$)	Xylene (Total) ($\mu\text{g/l}$)	1,2-Dichlorobenzene ($\mu\text{g/l}$)
0267	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	2.0 U	1.0 U
1054	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	1.0 U	2.0 U	1.0 U

4-6

ROCKWELL - GROUNDWATER (VOLATILES)

INTERNATIONAL PAPER PROPERTY WELL 6/22/93 7:49 AM

Lab Sample No.	1,3-Dichlorobenzene ($\mu\text{g/l}$)	1,4-Dichlorobenzene ($\mu\text{g/l}$)
0267	1.0 U	1.0 U
1054	1.0 U	1.0 U

4-7

ROCKWELL - GROUNDWATER (INORGANICS)

INTERNATIONAL PAPER PROPERTY WELL 6/22/93 7:55 AM

N/S Coor.	E/W Coor.	Sample Type	Depth	Date of Collection	Lab Sample No.	Sample ID	Aluminum ($\mu\text{g/l}$)	Antimony ($\mu\text{g/l}$)	Arsenic ($\mu\text{g/l}$)	Barium ($\mu\text{g/l}$)
-	-	G	-	1/13/93	0267	MW-22	NA	NA	30	NA
-	-	G	-	2/23/93	1054	MW-22	NA	NA	32	NA

8-17

ROCKWELL - GROUNDWATER (INORGANICS)

INTERNATIONAL PAPER PROPERTY WELL 6/22/93 7:55 AM

Lab Sample No.	Beryllium ($\mu\text{g/l}$)	Cadmium ($\mu\text{g/l}$)	Chromium ($\mu\text{g/l}$)	Hexavalent Chromium ($\mu\text{g/l}$)	Cobalt ($\mu\text{g/l}$)	Copper ($\mu\text{g/l}$)	Iron ($\mu\text{g/l}$)	Lead ($\mu\text{g/l}$)
0267	NA	NA	149	25 U	NA	NA	NA	60
1054	NA	NA	125	25 U	NA	NA	NA	77

4-9

ROCKWELL - GROUNDWATER (INORGANICS)

INTERNATIONAL PAPER PROPERTY WELL 6/22/93 7:55 AM

Lab Sample No.	Manganese ($\mu\text{g/l}$)	Mercury ($\mu\text{g/l}$)	Nickel ($\mu\text{g/l}$)	Selenium ($\mu\text{g/l}$)	Silver ($\mu\text{g/l}$)	Thallium ($\mu\text{g/l}$)	Vanadium ($\mu\text{g/l}$)	Zinc ($\mu\text{g/l}$)
0267	NA	NA	87	NA	NA	NA	NA	309
1054	NA	NA	99	NA	NA	NA	NA	352

41-10

Lab Sample No.	Cyanide ($\mu\text{g/l}$)
0267	NA
1054	NA

11-17

ROCKWELL - GROUNDWATER (WET CHEMISTRY) INTERNATIONAL PAPER PROPERTY WELL 6/22/93 7:58 AM

N/S Coor.	E/W Coor.	Sample Type	Depth	Date of Collection	Lab Sample No.	Sample ID	Bicarbonate as CaCO3 (mg/l)	Carbonate as CaCO3 (mg/l)	Chloride (mg/l)	Nitrate+Nitrite Nitrogen (mg/l)
-	-	G	-	1/13/93	0267	MW-22	19	1.0 U	6.3	1.1
-	-	G	-	2/23/93	1054	MW-22	21	1.0 U	3.1	0.05

4-12

ROCKWELL - GROUNDWATER (WET CHEMISTRY) INTERNATIONAL PAPER PROPERTY WELL 6/22/93 7:58 AM

Lab Sample No.	pH (units)	TDS (mg/l)	Sulfate (mg/l)	Arsenic Soluble (µg/l)	Calcium Soluble (mg/l)	Chromium Soluble (µg/l)	Iron Soluble (mg/l)	Lead Soluble (µg/l)
U267	NA	98	33	5.0 U	6.0	2.0 U	0.412	3.0 U
1054	NA	119	35	5.0 U	6.4	3.1	0.603	3.0 U

443

ROCKWELL - GROUNDWATER (WET CHEMISTRY) INTERNATIONAL PAPER PROPERTY WELL 6/22/93 7:58 AM

Lab Sample No.	Magnesium Soluble (mg/l)	Nickel Soluble (µg/l)	Potassium Soluble (mg/l)	Sodium Soluble (mg/l)	Zinc Soluble (µg/l)	Calcium (mg/l)	Magnesium (mg/l)	Potassium (mg/l)
0267	2.7	7.0 U	1.4	17	31	NA	NA	NA
1054	2.9	7.0 U	1.3	16	28	NA	NA	NA

4-14

Lab Sample No.	Sodium (mg/l)
0267	NA
1054	NA

4-15

JEROME C. MUYS, JR.
ATTORNEY-AT-LAW

SWIDLER
&
BERLIN
CHARTERED

DIRECT DIAL
(202) 424-7547

October 16, 1995

VIA FEDERAL EXPRESS

Mr. John Cantele
c/o International Paper
2026 South Commerce Street
Grenada, Mississippi 38901

Re: Site Access To Conduct Groundwater Sampling

Dear Mr. Cantele:

Please be advised that Rockwell representatives will undertake groundwater sampling on International Paper property located at Section 5, Township 5 North, Range 5 East in Grenada County, Mississippi. The testing will take place between October 23 and 27, 1995. The sampling effort is being coordinated by Mr. John Bozick of Rockwell.

Please feel free to call Mr. Bozick at (810) 435-7908 if you have any questions.

Sincerely,

Jerome C. Muys, Jr.
Jerome C. Muys, Jr.

JCM/rb

cc: Mr. Phil Backlund
Mr. John Bozick
Mr. William M. Liebe

3000 K STREET, N.W. • SUITE 300
WASHINGTON, D.C. 20007-5116

(202) 424-7500 • TELEX 701131 • FACSIMILE (702) 424-7645

Exhibit #5
5-1

JEROME C. MUYS, JR.
ATTORNEY-AT-LAW

SWIDLER
&
BERLIN
CHARTERED

DIRECT DIAL
(202) 424-7547

October 17, 1995

VIA TELECOPY AND FEDERAL EXPRESS

Mr. Mike Davidson
International Paper
Grenada L&FS
2026 South Commerce Street
Grenada, MD 38901

Mr. Chuck Bergin
International Paper
South Central Region
75 Melrose-Montebello Parkway
Natchez, MS 39121

Gentlemen:

Per your request, enclosed please find the Right of Entry Permit issued to Rockwell International Corporation for the International Paper Company parcel in Grenada, Mississippi. Also enclosed is a copy of our notification letter to Mr. John Cantele regarding the upcoming groundwater monitoring. Please note that the legal land description in the letter to Mr. Cantele should refer to Township 22 North, not Township 5 North.

Thank you very much for your cooperation. Please feel free to call me if you have any questions.

Sincerely,

Jerome C. Muys, Jr.
Jerome C. Muys, Jr.

JCM/rrb
Enclosure
cc: Mr. John Bozick

2042831 1

3000 K STREET, N.W. • SUITE 300
WASHINGTON, D.C. 20007-5116
(202) 424-7500 • TELEX 701131 • FACSIMILE (202) 424-7645

5-2

Min Book 22-8

STATE OF MISSISSIPPI
COUNTY OF GRENADA

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned W. E. THIMMES and RAPHAEL SEMMES, JR., do hereby sell, convey and warrant, subject only to the exceptions and reservations hereinafter contained, unto INTERNATIONAL PAPER COMPANY, a New York corporation authorized to do business in the State of Mississippi, all of the following described real property situate, lying and being in the County of Grenada and State of Mississippi, to-wit:

Begin at an iron stake 2319.6 feet South of the Northeast corner of the Northwest Quarter (NW 1/4) of Section 5, Township 22 North, Range 5 East, which point is on the West right of way of a public gravel road; from said point of beginning run thence South 984.0 feet to an iron pipe on the North side of local road; thence run North 83 degrees 12 minutes West 332 feet; thence run North 370 feet; thence run East 50 feet; thence run North 610 feet; thence run East 282 feet, more or less, to the point of beginning; containing 6.78 acres, more or less.

This conveyance is subject to the following:

1. Saving, excepting and reserving unto the Grantors herein an undivided one-half (1/2) interest in and to all of the oil, gas and petroleum hydrocarbons lying in, on and under the within described land. This reservation shall not be construed as reserving any sand, clay, gravel or other solid material the mining of which would deprive the land of its lateral or subjacent support or endanger such support, it being the intention of the Grantors to convey to the Grantee a full undivided one-half (1/2) interest in and to all of the oil, gas and petroleum hydrocarbons, and all of the other minerals of every kind and character, liquid, gaseous and solid, to which they have record title ~~not~~ ^{believe} not herein expressly reserved to the Grantors. The Grantors ~~know~~ ^{believe} that their full present ownership in the oil, gas and other minerals is all of the oil, gas and other minerals lying in, on and under the subject property. The undersigned

Exhibit 1